

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X

ZHONGLE CHEN,

on his own behalf and on behalf of others similarly situated, Case No. 7:18-cv-07413

Plaintiff,

v.

KICHO CORPORATION

d/b/a Kicho Japanese Fusion,

LIAN HUA CORP.

d/b/a Kicho Japanese Fusion, and

JIN CHUN CHEN,

Defendants

-----X

~~**[PROPOSED]**~~
DEFAULT JUDGMENT

This action was commenced in the Southern District of New York on August 15, 2018 with the filing of the Complaint.

The Summons to the Complaint was issued on August 16, 2018 and Defendants KICHO CORPORATION d/b/a Kicho Japanese Fusion and JIN CHUN CHEN was served on September 29, 2018, with proofs of service filed on October 11, 2018, pursuant to Rule 4(h)(1)(B) of the Federal Rules of Civil Procedure.

On October 30, 2018, Defense Counsel William Zou appeared from Law Offices of Xian Feng Zou and Answered Plaintiff's Complaint on behalf of JIN CHUN CHEN; and KICHO CORPORATION d/b/a Kicho Japanese Fusion.

Plaintiff Amended their complaint on December 27, 2019 to add Corporate Defendant Lian Hua Corp. Further Plaintiff amended their complaint one more time on January 27, 2020. The Summons with Second Amended Complaint was issued on January 27, 2020 and Defendant LIAN HUA CORP d/b/a Kicho Japanese Fusion was served on January 30, 2020, with proof of services filed on February 5, 2020, pursuant to Rule 4(h)(1)(B) of the Federal Rules of Civil Procedure.

Defendants KICHO CORPORATION d/b/a Kicho Japanese Fusion; and JIN CHUN CHEN were represented and defended in this matter from on or about October 30, 2018, through

June 25, 2020 when Defendant's attorney was granted leave to withdraw on June 25, 2020.

On September 16, 2020, Honorable Judge Lisa M. Smith granted Plaintiffs permission to move for Default Motion against Defendants KICHO CORPORATION d/b/a Kicho Japanese Fusion and LIAN HUA CORP. d/b/a Kicho Japanese by October 16, 2020.

Plaintiffs filed a request for certificate of default against non-appearing Defendants KICHO CORPORATION d/b/a Kicho Japanese Fusion and LIAN HUA CORP. d/b/a Kicho Japanese on October 15, 2020, which request was granted on October 16, 2020.

On March 5, 2021, Honorable Judge Andrew E. Krause granted Plaintiff permission to move for Default Motion against Defendants JIN CHUN CHEN.

Plaintiffs filed a request for certificate of default against non-appearing Defendants JIN CHUN CHEN on March 24, 2022, which request was granted on March 25, 2022.

Now, on motion of Troy Law, PLLC, attorney for Plaintiff, it is hereby ORDER, ADJUDGED, and DECREED as follows:

That Plaintiff ZHONGLE CHEN has judgment jointly and severally against Defendants KICHO CORPORATION d/b/a Kicho Japanese Fusion; LIAN HUA CORP d/b/a Kicho Japanese Fusion; and JIN CHUN CHEN in the amount of \$56,119.46, including compensatory damages, permissible liquidated damages and penalties for violations arising under the New York Labor Law, plus prejudgment interest pursuant to N.Y. C.P.L.R. § 5001, accruing at the nine percent (9%) per annum rate set forth in N.Y. C.P.L.R. § 5004 from June 1, 2016 to entry of judgment, in the amount of \$4,252.20, plus post-judgment interest pursuant to 28 U.S.C. § 1961.

That Plaintiff is entitled to recover ~~\$100,291.00~~ ^{\$89,899.68} in legal fees and \$1,632.68 in costs jointly and severally from non-appearing Defendants, JIN CHUN CHEN; KICHO CORPORATION d/b/a Kicho Japanese Fusion and LIAN HUA CORP. d/b/a Kicho Japanese.

That if any amounts remain unpaid upon the expiration of ninety days following issuance of judgment, or ninety days after expiration of the time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent, as required by NYLL §198(4).

IT IS SO ORDERED.

Dated: White Plains, NY

____ June _____, 20 22



Hon. Philip M. Halpern, U.S.D.J.